

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

**Market Study of the
Former State Supreme Court Site**

**Proposals to be Received by 11:00:00 a.m., Eastern Time
January 29, 2016**

Submit Proposals to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

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Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	3 - 4
General Conditions	5 - 6
Scope of Service	7 - 8
Contract Requirements.....	9 - 16
Instructions to Submitting Entities	16 -17
Evaluation Criteria	17 - 19
Submission Forms.....	20 -28
Appendices.....	(see below)
• Asbestos Abatement and Air Sampling Report (February, 2007)	
• Asbestos Stabilization & Encapsulation Letter (April, 2007)	
• Hazardous Materials Screening Report (September, 2012)	
• City of Knoxville Storm Map	

City of Knoxville
Request for Proposals
Market Study of the Former State Supreme Court Site

I. Statement of Intent. The City of Knoxville is requesting proposals from responsible firms or teams to provide a market study and analysis of the former State Supreme Court site to help the City determine the highest and best uses of the property with regard to future private redevelopment of the site. The successful proposer shall analyze the developmental potential of the site by assessing current local and regional market trends, taking into account the site itself, the site's proximity to other businesses and facilities, and the long term needs of Knoxville and its citizens, as well as other factors the proposer feels are necessary and appropriate. The City plans to use the recommendation to prepare a Request for Proposals for a private entity to redevelop the site. Additionally, the City desires that the successful proposer help prepare this subsequent RFP and assist the evaluation committee (in an advisory capacity only) in evaluating submitted proposals. See the specific scope of services in this RFP for more details. The City would like the winning proposer to provide their recommendations to the City no later than 120 calendar days from issuance of the City's notice to proceed.

II. RFP Time Line

Availability of RFPDecember 21, 2015

Deadline for questions to be submitted (in writing) to the
Purchasing AgentJanuary 22, 2016

Proposals Due DateJanuary 29, 2016

Desired Contract Start Date March of 2016

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background. The City of Knoxville recently purchased the former State Supreme Court site and annex building from the State of Tennessee and plans to publish a Request for Proposals for the purchase and redevelopment of the property. The former TN State Supreme Court site was one of five key sites visited by the Urban Land Institute (ULI) during October of 2014. ULI's assignment was to present recommendations for redevelopment opportunities on this site that support the continued progress and momentum within the Central Business Improvement District (CBID). The ULI panel recommended that an RFP be issued for the site that targeted mixed uses. Proposers are urged to view the ULI report by visiting:
http://www.knoxvilletn.gov/government/city_departments_offices/redevelopment/urban_land_institute_ULI/

3.1 Property Description. The former State Supreme Court building and annex building is located at 719 Locust Street; Knoxville, Tennessee 37902. The property is bound by Henley Street to the west, Locust Street to the east, Cumberland Avenue to the south, and Church Street to the north. A more complete description of the property is as follows:

3.1.1 The property is located in the City of Knoxville's Central Business District. The State has owned the majority of the property for several decades. The deed instruments relevant to the property are recorded as Deed Book 1327, Page 292; Deed Book 1880, Page 623; Deed Book 1903, Page 264; Deed Book 867, Page 271; Deed Book 1291, Page 144; Deed Book 1306, Page 369; and Quit Claim Deed 200802220062770.

3.1.2 The Knox County Property Assessor identifies the property for tax purposes as Map 094M; Group C; Parcels 011, 012, 013, 014, and 015.

3.1.3 The property is zoned C-2/D-1, Central Business District with Downtown Design Overlay.

3.1.4 The total site area comprises 1.97 acres, or 85,782 square feet. The subject site has approximately 299 feet of frontage on the western side of Locust Street, 290 feet of frontage on the north side of Cumberland Avenue, 292 feet of frontage on the south side of West Church Street, and 297 feet on the east side of Henley Street. The shape of the site is rectangular with slightly irregular dimensions.

3.1.5 The site is improved with a building that has 52,776 square feet of gross building area and 36,375 square feet of net rentable area, consisting of office and courtroom space. The Tennessee Supreme Court and various state agencies formerly occupied the building. According to public information, the building was built in 1952 and 1953.

3.2 Other Factors Regarding the Property.

3.2.1 The alley that shows on KGIS maps formerly was a City alleyway; this alley was closed per City Ordinance 0-108-88 dated June of 1988 (Minute Book 52; p. 954) and the property reverted to the State. This property was transferred to the City from the State with the purchase of the surrounding property and is available for development.

3.2.2 Included in the Appendix to this RFP are an Asbestos Abatement and Air Sampling Report (February, 2007), an Asbestos Stabilization & Encapsulation Letter (April, 2007) and a Hazardous Materials Screening Report (September, 2012).

3.2.3. It appears that storm structures are located on the Supreme Court site per the City's storm map. However, the storm map is not guaranteed to be accurate; instead, it simply is used as an "indicator" because it is continuously updated as new information becomes available. The storm map is located as an appendix in the back of this RFP.

3.3 Earlier Efforts at Property Development: In 2007 and again during 2013, the City published RFPs for the purchase and development of this site, but the initiatives never came to fruition for various reasons. Now, however, the City owns the property and plans to successfully proceed with acquiring a competent and properly resourced developer to purchase and develop the

property in a manner which will provide the greatest benefit to the City and its citizens for years to come.

IV. General Conditions. The following data is intended to form the basis for submission of proposals to provide a market study of the former State Supreme Court site for the City of Knoxville. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.1 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.2 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.3 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on January 22, 2016.** Questions can be submitted by letter, fax (865-215-2277), or emailed to bhevans@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.4 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.5 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission.

4.6 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

4.7 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.8 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.9 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.10 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.11 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

4.12 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service. The City of Knoxville is seeking submittals from responsible firms or teams to provide a market study and site analysis of the former State Supreme Court site to help the City determine the highest and best uses of the property with regard to future private redevelopment of the site. The winning proposer shall recommend to the City the highest and best potential highest and best use or uses of the property which will enhance downtown Knoxville and which should positively impact the Convention Center, the World's Fair Park, and the Downtown Henley Street Corridor. While the consultant may find that there are multiple potential "highest and best uses" of the property, the consultant's final report shall present no more than three "highest and best use" recommendations to the City.

5.1 Below is a list of the specific tasks that the successful proposer shall complete with regard to this project. However, the City fully understands that the proposer may know of other tasks that need to be accomplished to complete the overall intent of this project; proposers therefore are not to view the following tasks as comprehensive in scope but rather a statement of the City's minimum requirements. Proposers are welcome to provide additional, negotiable tasks to the scope of work. The minimum deliverables are:

5.1.2 Analyze and quantify the potential demand for the site by assessing current local and regional market trends, taking into account the site itself, the site's proximity to other businesses and facilities, and the long term needs of Knoxville and its citizens. Some of the factors the City believes should be closely assessed are current economic and tourism trends, employment trends, housing trends, and the location of the site relative to the Knoxville Convention Center, University of Tennessee, and businesses/facilities in downtown Knoxville. Proposers shall consider other factors they feel are necessary and appropriate.

5.1.3 Interview area businesses, institutions, property owners and landlords, developers, and the brokerage and real estate communities as deemed necessary to gain an understanding of the current market. The list of specific stakeholders to be interviewed, along with the number of interviews and questions to be asked, shall be developed jointly by City staff and the consultant.

5.1.4 Fiscal Impact Analysis: The analysis should estimate the costs and future tax revenues associated with land use decisions, infrastructure needs, improvements costs, and project future budget requirements to provide the City's decision makers with a better understanding of the financial impacts of land use decisions and development options for the site.

5.1.5 Meet regularly with City staff during the course of the project so that the City has situational awareness of where the project stands, any issues/challenges that have been encountered, and so that the City can assist the consultant where practical.

5.1.6 Make recommendations for marketing the site to attract local, regional, and national developers.

5.1.7 Brief City staff and top management regarding the recommendation(s) before end of project report is drafted. The intent of the briefing is to ensure the City fully understands the recommendation(s) and the rationale that supports the recommendation(s).

5.1.8 Provide drafts of the report to City staff as it is developed for comment/feedback as often as City staff deems necessary.

5.1.9 Upon acceptance of the report and under City direction, the Consultant will be required to present findings to City staff, residents, and area stakeholders.

5.1.10 The City will own the final documents and all associated materials. Deliverables shall include electronic and paper copies.

5.1.11 Provide a final report to the City which utilizes the market research conducted to determine the overall feasibility of the findings; the report shall define the steps necessary to address the needs of the study area and implement necessary changes. The report shall summarize all findings, including background review, assessment of existing conditions, economic and land-use development profiles, residential and commercial development projections, residential and commercial development opportunities and targets, and final conclusions. It should include all charts, tables, and figures necessary to justify the conclusions and recommendations outlined in the report. The report shall include an executive summary providing the primary conclusions of the study in a brief format. Conclusions and recommendations should include the following information as it applies to the site's unique needs:

- a. Specific recommendations regarding the amount, size, and configuration of various types of uses that can realistically be anticipated in consideration of overall market demand and the presence of competitive establishments and locations within or near the Former State Supreme Court Site area.
- b. Discussion of potential synergies or combinations of uses and activities that would reinforce each other and increase their market viability (e.g., could a mixed use development help create additional demand for other desirable uses such as retail, office, civic space, etc.?)
- c. Identification of negative factors or barriers to development of the desirable types of uses.
- d. Recommendations for marketing the site to potential developers.

5.1.12 Assist the City in preparing a subsequent RFP for the purchase and redevelopment of the site.

5.1.13 Assist the City in evaluating the proposals (in an advisory capacity only) that are submitted for the site development.

5.2 Proposers should note that any recommendation(s) must fully adhere to the City of Knoxville's Downtown Design Guidelines which can be found on the Knoxville-Knox County Metropolitan Planning Commission website: archive.knoxmpc.org/plans/dguides/downtown.pdf.

VI. Contract Requirements. Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Department of Redevelopment.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the

scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of

insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees. Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.13 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.14 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws

provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.15 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.16 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.17 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.18 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.19 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.20 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.21 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or

accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.22 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

VII. Instructions to Submitting Entities. All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General. Submission forms and RFP documentation may be obtained on or after December 21, 2015, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information. Proposals shall include 7 hard copies (one original and 6 duplicates—**mark the original as such**) and one electronic copy of the proposal (either CD or flash/thumb drive—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract.

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on January 29, 2016. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Market Study for

Former State Supreme Court Site.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format. The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. Child Crime Affidavit
 - D. Drug Free Affidavit
 - E. Form I or II from Equal Business Opportunity Program
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: The Submission Form S-1, the Non-Collusion Affidavit, the Child Crime Affidavit, and the Equal Opportunity Business Program (EBOP) packet are provided in these solicitation documents.

7.4 Evaluation of Proposals. All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the

Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria. An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

1. **Quality of the Proposed Approach to the Scope of Services (30 points)**
Understanding and discussion of the challenges/issues; methodology and plan for accomplishing the intent of the project specified in this RFP, and understanding of task sequencing and major milestone events.
2. **Qualifications and Availability of Proposer (30 points)**
Company background/history and adequacy of resources. All team members shall be clearly identified in proposal. Proposals should clearly identify the project manager and include that person's resume and relevant experience with similar projects. The dedication of time (as a percentage of available weekly work hours) to be spent on the project by the project manager should also be included. Finally, state the names of persons, their respective titles/roles, resumes, and dedication of time for any team member who will play a significant role in this project.

3. Experience of Proposer and Quality of Work (20 points)

Relevant experience on similar projects of both the firm and team members who will be working on this project and at least three client references from similar projects.

Additionally, provide at least one complete copy of a site analysis and market study that you have completed that is similar to what the City is requesting in this RFP. In addition to the requested analysis and market study, the consultant should explain the project background (i.e. challenge that was faced), the development plan that was implemented, and the results of the development.

4. Cost (20 points)

State how much you will charge the City for the following:

- a. Completing the overall market study and site analysis.
- b. Assisting the City in preparing the subsequent RFP for the redevelopment of the Supreme Court Site
- c. Assisting the City in evaluating the proposals received in response to the above stated RFP.
- d. Grand Total Cost (sum of a, b, & c, above)

Submission Forms

CITY OF KNOXVILLE REQUEST FOR PROPOSALS

Market Study of the Former State Supreme Court Site

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time, January 29, 2016,
in Room 667-674, City/County Building, Knoxville, Tennessee.**

IMPORTANT: Proposers shall include 7 hard copies (one original and 6 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's **"Good Faith Efforts."** It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of **"Good Faith Efforts"** in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, _____, do certify that on the
(Bidder/Proposer)

(Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

MOB/WOB Utilization			
Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____

(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE
LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project:_____ Contract#:_____

Contractor's

Name:_____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor:_____

Address:_____

By:_____

Contractor's Signature

Title

Subscribed and sworn to before me this_____ day of _____ 20____

Notary Public:_____

My Commission Expires:_____

**Appendix Asbestos Abatement and Air Sampling Report
(February, 2007)**



Quantum Environmental &
Engineering Services, LLC

February 26, 2007

Mr. Steven L. Westerman
State of Tennessee
Department of Finance and Administration
Division of Real Property Administration
William R. Snodgrass Tennessee Tower, Suite 2200
312 Eighth Avenue North
Nashville, Tennessee 37243

**Re: Submittal of Asbestos Abatement and Air Sampling Report
Supreme Court Building
Knoxville, Tennessee
SBC No. 529/000-03-02; TRM No. 521-00070
QE² Project No. 500274.001.103.002**

Dear Mr. Westerman:

Attached is a copy of the referenced report. The report documents encapsulation of friable and deteriorated asbestos containing thermal system insulation (TSI) piping along with air sampling, and laboratory analysis. The report provides documentation supporting our previous recommendations to proceed with the assessment of the deteriorated ACMs throughout the Supreme Court Building. Quantum Environmental & Engineering Services, LLC, (QE²) appreciates the opportunity to conduct this work for the State. Please contact me if you need any additional copies of this report or if you have any other comments, questions, or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lance E. Greene'.

Lance E. Greene
Project Manager/Staff Industrial Hygienist

c: Bob King - TDF&A
Laura Jones - QE²
QE² Project File 500274.001.103.002



Quantum Environmental &
Engineering Services, LLC

**ASBESTOS ABATEMENT AND AIR SAMPLING REPORT
FOR
SUPREME COURT BUILDING
617 CUMBERLAND AVENUE
KNOXVILLE, TENNESSEE
FEBRUARY 23, 2007**

**Asbestos Abatement Air Sampling Report
For
Supreme Court Building
TRM No. 521-00070**

At:
**617 Cumberland Avenue
Knoxville, Tennessee**

Prepared for:
**Mr. Steve Westerman
State of Tennessee
Department of Finance and Administration
Division of Real Property Administration
Tennessee Tower, Suite 2200
312 Eighth Avenue North
Nashville, Tennessee 37243
SBC No. 529/000-03-02**

Prepared by:
**Quantum Environmental & Engineering Services, LLC
126 Dante Road
Knoxville, Tennessee 37918
QE² No. 500274.001.103.002**

February 23, 2007

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	BACKGROUND	1
3.0	ENCAPSULATION.....	2
3.1	AIR SAMPLING	3
4.0	SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS.....	4
5.0	REFERENCE.....	5

LIST OF FIGURES (Attached)

- Figure 1 Air sample locations - Supreme Court Building - First Floor
Figure 2 Air sample locations - Supreme Court Building - Second Floor

LIST OF APPENDICES

- Appendix A Photographs of Encapsulation and Air Sampling Event
Appendix B Laboratory Data Sheets and Chain of Custody Forms for TEM Analysis
Appendix C Sample Log and IAQ Condition Indicator Measurement Results February 8, 2007

1.0 INTRODUCTION

Quantum Environmental & Engineering Services, LLC (QE²) conducted air sampling for asbestos fibers in the former Supreme Court Building located at 617 Cumberland Avenue in Knoxville, Tennessee. The scope of work also included the encapsulation and stabilization of asbestos containing thermal system insulation (TSI) within the heating, ventilating, and air conditioning (HVAC) system located in the mechanical room on the second floor. The sampling was performed to determine whether or not asbestos fibers have been released into the areas determined by QE² to have the highest potential for asbestos fibers to settle within the Supreme Court Building, i.e., the Attorney General's Office and the HVAC mechanical and boiler rooms due to the deteriorated TSI pipe located in the HVAC unit. The work was conducted by QE² under a Statewide Environmental Services contract with the State of Tennessee, Department of Finance and Administration (F&A).

Two figures are included with the following report. Figure 1 illustrates the location of transmission electronic microscopy (TEM) air samples obtained within the boiler room on the first floor that leads via a tunnel to the HVAC mechanical room. Figure 2 illustrates the TEM air sample locations within the Attorney General's Office and HVAC mechanical room located on the second floor.

Photographs from the encapsulation and stabilization of the TSI pipe located in the HVAC unit are provided in Appendix A as well as photographs from the sampling event. Appendix B includes documentation for the air sampling, including laboratory data sheets, and chain of custody forms. Appendix C includes IAQ parameter readings i.e., carbon dioxide (CO₂), carbon monoxide (CO), temperature, and percent relative humidity (RH) obtained on the day of the sampling event.

2.0 BACKGROUND

On January 18, 2007, QE² performed an initial walk-through inspection in response to occupant concerns about environmental conditions and potentially related health impacts¹. The occupants of the Attorney General's Office have observed and reported the existence of black dust deposits of unknown composition around the HVAC registers in the building and particularly in the Attorney General's Office.

During the walk-through inspection, QE² observed TSI on a hot water pipe located inside the HVAC unit's return chamber. Three pipe sections appeared to have deteriorated TSI and small amounts of loose TSI were observed on the HVAC chamber flooring. A bulk sample of the TSI was obtained to determine if it was asbestos containing material (ACM). The TSI was determined to be 60% Amosite (asbestos).

A Full Particle Identification (FPI) composite wipe sample of the black deposits within the Attorney General's Office was obtained to determine the identity of individual components of the black debris. The FPI sample was found to primarily consist of gypsum, clay, and carbon black. The black deposits appear to be originating from the HVAC system due to a poor filtration system and poor cleanliness. No asbestos fibers were identified in the composite FPI sample. To address the TSI piping within the HVAC unit as well as the on-going IAQ issues, QE² recommended the TSI piping in the HVAC unit be encapsulated to prevent potential disturbance in accordance with the Environmental Protection Agency (EPA) "Guidance for Controlling Asbestos-Containing Materials in Buildings" 1985 Edition. Also the HVAC unit containing the TSI was to be cleaned via high efficiency particulate air (HEPA) vacuuming.

Because of the deteriorated condition of the TSI in the HVAC unit, QE² was concerned that the potential existed for asbestos fibers to be released into occupied spaces of the building. Concerns were brought to the attention of the TDF&A, and the decision was made to encapsulate and stabilize the TSI and collect air samples to demonstrate whether or not fibers were present in air in areas determined to have the highest potential for fiber settlement.

IAQ parameter measurements obtained on January 18, 2007, were within the American Society of Heating, Refrigerating, and Air-Conditioning Engineering (ASHRAE) guidelines. However, CO levels ranged from 3 to 30 parts per million (ppm) throughout the facility. All CO levels were determined to be below the Tennessee Occupational Safety and Health Administration (TOSHA) permissible exposure limit (PEL) of 35 ppm. Elevated CO levels could be due to outside combustion sources, temperature inversions and instrument malfunction, or other unknown causes. Due to the elevated CO levels, additional CO levels were obtained on the day of the TEM air sampling event with a calibrate IAQ instrument (TSI Q-trac). The CO levels ranged from 0.0 to 1.0. The results from the readings obtained on February 8, 2007, are located in Appendix C - Table 1 IAQ Parameter Readings.

3.0 ENCAPSULATION

On February 7, 2007, QE² along with its subcontractor Helton & Associates, Inc., of Louisville, Tennessee, encapsulated the deteriorated TSI pipe and elbows within the HVAC unit stabilizing the ACM. Prior to commencement of work, facility maintenance shut down the air handling unit (AHU). Helton & Associates began work by HEPA vacuuming the chamber, then placing six millimeter polyethylene plastic under the TSI pipe. A wet lagging wrap material was then carefully placed around each elbow (a total of three elbows). After the lagging wrap material around the

elbows had sufficient time to dry, a coat of Childers CP-11 V1-CRYL Weather Barrier Mastic was applied to the entire TSI pipe and newly encapsulated elbows minimizing any potential fiber release and stabilizing the ACM. Helton & Associates then re-cleaned the chamber with a HEPA filtered vacuum, removed the plastic, and HEPA vacuumed the chamber again. A visual inspection of the encapsulation and clean-up was performed by QE² after the work was completed.

During the visual inspection of the encapsulated TSI pipe and clean-up revealed that Helton and Associates properly performed the necessary work in minimizing the potential for fiber release. There was no debris observed on the floor within the HVAC chamber. All the deteriorated TSI was observed to be properly sealed and encapsulated.

3.1 AIR SAMPLING

On February 9, 2007, QE² performed TEM air sampling within the Attorney General's Office, HVAC mechanical, and boiler room. The results were used to determine airborne asbestos levels within selected areas of the Supreme Court Building.

Sampling protocols were consistent with those utilized for abatement clearance work under the Federal Asbestos Hazard Emergency Response Act (AHERA) regulations which are generally viewed as the most stringent and conservative available. Contractors conducting asbestos abatement work in schools are required to satisfy or "pass" the AHERA clearance standards before containment structures are removed and reoccupation of the abated area is allowed. For larger asbestos abatement projects, abatement work areas are isolated and controlled with plastic sheeting, negative air machines with HEPA air filters, and other mechanisms and engineering controls to preclude the release of asbestos fibers beyond the work areas during abatement. Although not directly applicable to the conditions at the Supreme Court Building since only encapsulation of the TSI within the AHU was performed, air testing and comparison with the AHERA clearance standard of 70 asbestos structures per square millimeter (s/mm²) are often applied as a default measure to provide an indication of whether airborne asbestos fibers exist, and the airborne concentrations of those fibers if detected.

The AHERA protocols require a minimum of five air samples inside and five outside a containment area. In the absence of any containment at the Supreme Court Building, five samples were selected for locations that had the highest potential for asbestos fibers to settle within the facility. A set of five TEM air samples were obtained within the Attorney General's Office and one set of five TEM samples were obtained within the mechanical and boiler rooms. Although AHERA clearance

sampling requires aggressive stimulation of air within the containment area using leaf blowers and fans, this methodology is typically not employed in applications where the certainty of a release is unclear. Aggressive stimulation was not conducted as part of the air testing to avoid the potential of disturbing potential asbestos fibers in settled dust and to avoid potential mobilization of those fibers about the building and onto building components and materials that might otherwise not be contaminated with asbestos fibers.

The air testing was conducted with the AHU operating under normal continuous conditions after the TSI pipe was encapsulated. If asbestos fibers had been released into the breathable airspace of the building by mobilization of the observed deteriorated ACMs in the AHU, then the air testing should detect those fibers.

The samples were collected by QE² using high volume air pumps and commercially available air filter cassettes consistent with AHERA requirements. The air cassettes were placed in the range of typical breathing heights about 5 feet above the floor. The pumps were calibrated before and after use and blank samples were collected per AHERA protocols. The cassettes along with a blank cassette were submitted to Galson Laboratory for analysis by TEM following AHERA laboratory standards. Laboratory data sheets and chain of custody forms are provided in Appendix C.

No asbestos fibers were detected at any of the ten locations. The results of the air sampling indicate that airborne asbestos fibers were not present (airborne) in the building under normal continuous operating conditions of the AHUs at the time of the air testing.

4.0 SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

A summary and the conclusions of the encapsulation, TEM air testing, and IAQ parameter readings are provided in the following bullets.

Summary and Conclusions:

- Helton & Associates performed the encapsulation and stabilization of the ACM within the HVAC unit located on the second floor. A visual inspection performed by QE² determined that the encapsulation was performed in accordance with the EPA "Guidance for Controlling Asbestos-Containing Materials in Buildings" 1985 Edition.
- Air sampling with TEM analysis was conducted at 10 locations within 2 room components within the subject building. The air sampling results indicate that airborne asbestos fibers

were not present at the representative locations when sampled on February 8, 2007. The air testing was conducted while HVAC system was under normal continuous operating condition and while the building was occupied.

- IAQ parameter readings were all determined to be within ASHRAE guidelines. CO readings ranged from 0.0 to 1.0 within the facility. Based on this information, QE² concludes that the elevated CO levels originally reported were due to a malfunctioning IAQ instrument sensor.

Recommendations:

Based on the observations from the initial walk-through inspection of deteriorated ACM throughout the mechanical and boiler rooms, QE² recommends the following

- An ACM assessment be performed to evaluate previous asbestos sampling results from others
- Systematically identify, document, and quantify deteriorated friable ACM throughout the building
- Collect additional ACM samples for lab analysis if needed
- Provide a summary report of findings and document results of additional sampling
- Prioritize needs for potential encapsulation and stabilization and or abatement

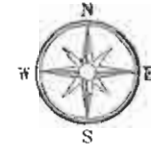
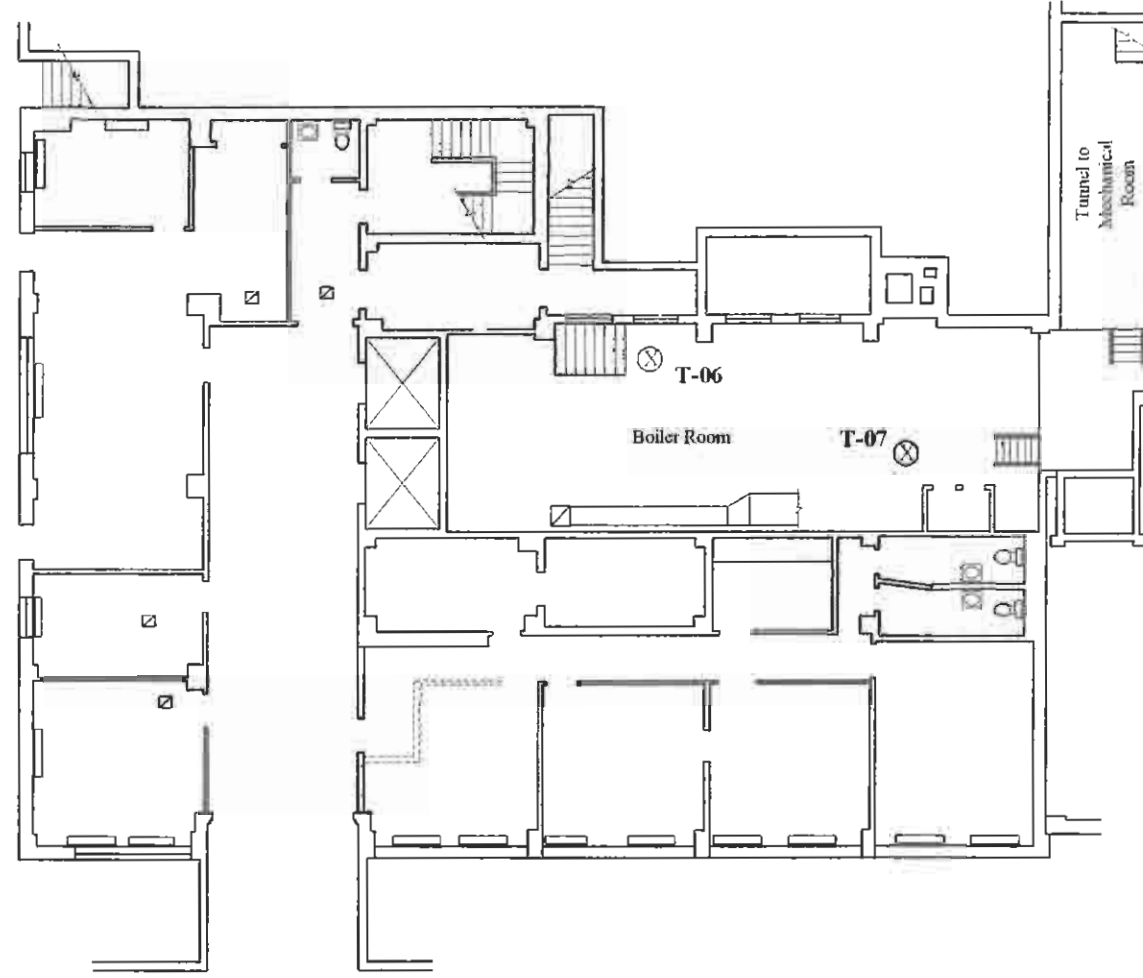
5.0 REFERENCES

- (1) "Indoor Air Quality Walkthrough Inspection" QE² Report: Steve Westerman, February 9, 2007

FIGURES

Figure 1 Air sample locations - Supreme Court Building – First Floor

Figure 2 Air sample locations - Supreme Court Building – Second Floor

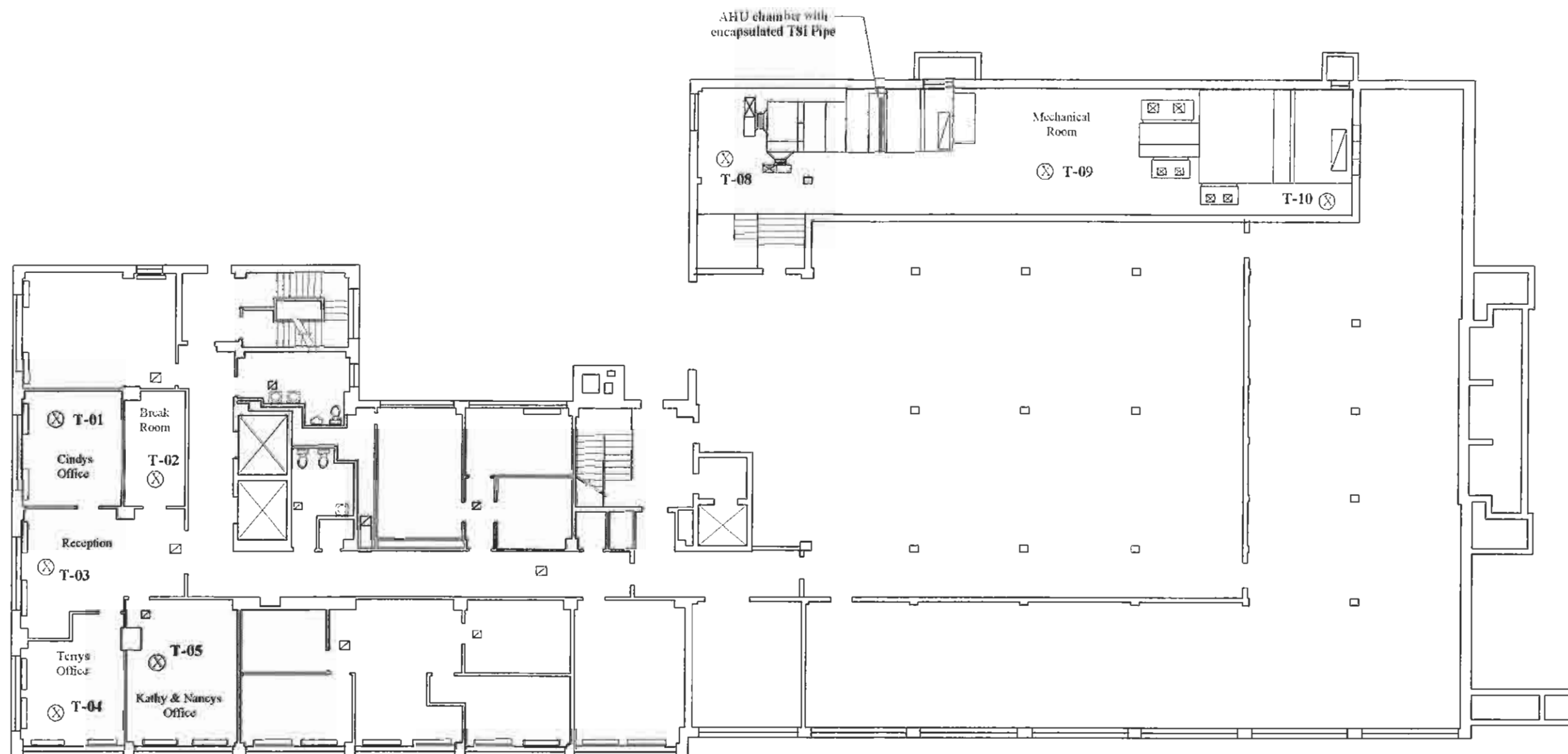


LEGEND
 T-04 ⊗ TEM air sampling location.

Drawing Title: Figure 1: Air Sampling Locations First Floor		LEG
Project Title: Indoor Air Quality Assessment Supreme Court Building Knoxville, Tennessee	PROJECT MGR.	NA
	GEOLOGIST:	LAW
	ENGINEER:	RLF
	DRAWN BY:	LEG
	CHK BY:	NO SCALE
	SCALE:	02/14/07
	DATE:	NA
Task No.: 001.103.002		500274
Drawing Name: 143.dwg		

Quantum Environmental &
 Engineering Services, LLC
 126 Dante Road
 Knoxville, TN 37918
 PHONE (865) 689-1395, FAX (865) 889-6844





LEGEND
 T-04 ⊗ T-04 air sampling location.



Figure 2:
Air Sampling Locations
Second Floor

PROJECT MGR	LEG	Drawing Title
GEOLOGIST	NA	
ENGINEER	LAW	
MECHANICAL	RLF	
CHK BY	LEG	
SCALE	NO SCALE	
DATE	02/14/07	
FACILITY/ID	NA	
CONTRACT NO.	500274	

Quantum Environmental &
 Engineering Services, LLC



126 Locust Road
 Knoxville, TN 37915
 PHONE (615) 559-1385, FAX (615) 559-4544

Indoor Air Quality Assessment
 Supreme Court Building
 Knoxville, Tennessee

Task No. 001_103602 Drawing Name: IAQ.dwg

Appendix A

Photographs of Encapsulation and Air Sampling Event



Photo 1 – View of TSI prior to encapsulation



Photo 2 – View of flooring in HVAC prior to cleaning



Photo 3 – View of HEPA vacuuming



Photo 4 – View of lagging material



Photo 5 – View of elbow after lagging material was installed



Photo 5 – View of encapsulating the TSI with Weather Barrier Mastic



Photo 7 – View of final HEPA vacuuming



Photo 8 – View of TSI after encapsulation



Photo 9 – View of encapsulated TSI



Photo 10 – View of TEM air sampling in
Boiler Room



Photo 11 – View of TEM sampling in
HVAC mechanical room



Photo 12 – View of TEM sampling in
Attorney General's Office

Appendix B

Laboratory Data Sheets and Chain of Custody Forms for TEM Analysis



Mr. Lance Greene
Quantum Env. & Eng. Services
126 Dante Road
Knoxville, TN 37918

February 26, 2007

DOH ELAP# 11626

Account# 16050

Login# L147628

Dear Mr. Greene:

Enclosed are the analytical results for the samples received by our laboratory on February 12, 2007 and subcontracted to AMA Analytical Services, Inc. Their report is enclosed in its entirety.

All samples on the chain of custody were received in good condition unless otherwise noted.

Results in this report are based on the sampling data provided by the client and refer only to the samples as they were received at the laboratory. Unless otherwise requested, all samples will be discarded thirty days from the date of this report.

Please contact Client Services at (888) 432-5227, if you would like any additional information regarding this report.

Thank you for using Galson Laboratories.

Sincerely,

Galson Laboratories

A handwritten signature in black ink that reads 'F. Joseph Unangst'. The signature is written in a cursive, flowing style.

F. Joseph Unangst
Laboratory Director

Enclosure(s)

Client:	Culson Laboratories	Job Name:	Not Provided	Chain Of Custody:	158231
Address:	6601 Kirkville Road East Syracuse, New York 13657-9672	Job Location:	Not Provided	Date Analyzed:	2/16/2007
		Job Number:	147628	Person Submitting:	Brian Caruso
Attention:	Pam Weaver	P.O. Number:	16050		

Summary of Transmission Electron Microscopy

Page 2 of 2

[illegible]

Analytical procedures used met or exceed NIOSH 7402 protocol³.

D. P. Carney
G. Edward Carney

G. Edward Carney

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public and those Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from us. Sample types, locations and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and responsibility for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. NVLAP Accreditation applies only to polarized light microscopy of bulk samples and transmission electron microscopy of AHPRA air samples. This report must not be used to claim, and does not imply product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

AD rights reserved. AD Analytical Services, Inc.

An AIHA (#8863), NVLAP (# 101143), & New York ELAP (#10920) Accredited Laboratory
44475 Forbes Blvd. • Lantham, MD 20706 • (301) 459-2640 • Toll Free (800) 346-0961 • Fax (301) 459-2643

CERTIFICATE OF ANALYSIS

Client: Galson Laboratories
Address: 6601 Kirkville Road
East Syracuse, New York 13057-9672
Attention: Pam Weaver

Job Name: Not Provided
Job Location: Not Provided
Job Number: 147628
P.O. Number: 16056

Chain Of Custody: 158231
Date Analyzed: 2/16/2007
Person Submitting: Brian Cicuso

Summary of Transmission Electron Microscopy

Page 1 of 2


Filter Type: MCF Filter Size: 25 mm (385 mm²)

AMA Sample Number	Client Sample Number	Volume (L)	Area Analyzed (mm ²)	Analytical Sensitivity %cc	Asbestos Type Amount	# Non Asbestos Structures	Concentration (mm ² /cc)	Sample Type	Comments
0730476	T-01	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730477	T-02	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730478	T-03	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730479	T-04	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730480	T-05	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730481	T-06	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730482	T-07	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730483	T-08	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730484	T-09	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730485	T-10	1200	0.536	0.0006	0	0	< 7	< 0.0024	N/P
0730486	DL-01	0	0.000	0.000	0.000	0.000	0.000	0.000	BLK Sample Not Analyzed

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public and these Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from us. Sample types, locations and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and liability for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. NVLAP Accreditation applies only to polarized light microscopy of bulk samples and transmission electron microscopy of AHERA air samples. This report must not be used to claim, and does not imply product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

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East Syracuse, NY 13057
Tel: (315) 432-5227
Fax: (315) 437-0571
www.galsonlabs.com

Check if change of address ☐
New Client? ☐ yes ☒ no

Report To: Lance Green
OE2
126 Dante Road
Knoxville, TN 37918
Phone No.: 865-689-1395
Fax No.: 865-689-6824

Invoice To: Same
Phone No.:
Fax No.:

Site Name: Supreme Court Project: 001.103.002 Sampled By: LEG
☒ Samples submitted using the FreePumpLoan™ Program. ☐ Samples submitted using the FreeSamplingBadges™ Program.
Client Account No.:
Purchase Order No.:
Credit Card No.:
Card Holder Name:
Email / Fax Results To: lgreen@OE2LLC.com Fax No.:
Email Address:

Need Results By:	(surcharge)	Date Sampled	Collection Medium	*Air Volume (Liters)	Passive Monitors (Min)	Analysis Requested	Method Reference	Specific DI. Needed
<input checked="" type="checkbox"/> 5 Business Days	0%	2/9/07	4000-4000-4000	1200L	120min	TEM ANERA 4000-4000-4000	TEM ANERA 4000-4000-4000	
<input type="checkbox"/> 4 Business Days	35%							
<input type="checkbox"/> 3 Business Days	50%							
<input type="checkbox"/> 2 Business Days	75%							
<input type="checkbox"/> Next Day by 6pm	100%							
<input type="checkbox"/> Next Day by Noon	150%							
<input type="checkbox"/> Same day	200%							

☐ Yes ☒ No We normally add a laboratory blank for each analyte. We will charge you for this at our normal rate. If you agree please check "Yes" otherwise check "No".
List description of industry or process / interference's present in sampling area:

Comments:

Chain of Custody	Print Name	Signature	Date/Time
Relinquished by: <u>Lance Green</u>			2/9/07 2:45
Received by LAB: <u>Lance Green</u>			2/9/07 3:50

Login #: 1147608 Samples received after 3pm will be considered as next day's business. * sample collection time X 1 PM = Air Vol.

LAB ORIGINAL

Appendix C

**Sample Log and IAQ Condition Indicator Measurement Results
February 8, 2007**

Table 1
Sample Log and IAQ Condition Indicator Measurement Results
February 8, 2007

Sample ID	Sample Location	CO ppm	CO ₂ ppm	Temp. °F	RH %	Specific Location - Name
	Inside/ Outside					
01	I	0.0	508	71.8	22.6	Floor 2 Room 207 (Attorney General's Office) Nancy's Office
02	I	0.0	500	71.6	21.8	Floor 2 Room 207 Reception
03	I	0.0	489	72.3	24.2	Floor 2 Room 207 Terry's Office
04	I	0.0	502	71.5	22.3	Floor 2 Room 207 Cindy's Office
05	I	0.0	511	70.9	22.6	Floor 2 Veterans Admin. Reception
06	I	0.0	791	72.1	16.5	Floor 5 TBI Office
07	I	1.0	1072	71.6	16.2	Floor 6 TBI Hallway
OS	I	0.0	435	45.8	8.8	Outside by Fresh Air Intake

Recognized Standards:

TOSHA - CO = 35ppm

ASHRAE - RH = 30-60%, Temp = 72 to 79° F, CO₂ = 700-800 ppm above outdoor concentrations

**Appendix Asbestos Stabilization & Encapsulation Letter
(April, 2007)**



April 10, 2007

Mr. Steven L. Westerman
State of Tennessee
Department of Finance and Administration
Real Property Administration
Tennessee Tower, Suite 2200
312 Eighth Avenue North
Nashville, Tennessee 37243-0330

Re: Asbestos Stabilization & Encapsulation Letter
Supreme Court Building
Knoxville, Tennessee
SBC No. 529/000-03-02
QE² Project No. 500274.001.103.002

Dear Mr. Westerman:

Pursuant to your request, Quantum Environmental & Engineering Services, LLC (QE²) along with our sub-contractor Helton and Associates of Louisville, Tennessee performed the stabilization of deteriorated asbestos containing material (ACM) at the former Supreme Court Building in Knoxville, Tennessee. During the initial IAQ investigation performed on January 18, 2007, several areas within the Supreme Court Building were visibly observed to have deteriorated ACM within the thermal system insulation (TSI) piping system. Specific types and locations of deteriorated ACM included: piping anchored to the ceiling in HVAC room on first floor; damaged TSI piping from previous maintenance work; damaged insulation on the boiler; and damaged insulation on the HVAC unit and ducting. The deteriorated asbestos observed was limited to the HVAC mechanical room, boiler room, and garage area. An asbestos survey that was performed by others prior to the IAQ survey, confirmed that the material contained asbestos. Due to the nature of the unstable friable asbestos and the fact that General Service employees regularly operate and maintain these areas, QE² recommended to the State of Tennessee that the ACM be properly stabilized through appropriate methods of encapsulation. Encapsulation is designed to ensure that the potential level of exposure of asbestos to workers will be significantly decreased by eliminating the possible airborne release of asbestos fibers and the risk of fiber inhalation.

On April 2, 2007, QE² and our sub-contractor Helton & Associates of Louisville, Tennessee began the stabilization and encapsulation of friable asbestos within the HVAC mechanical room and boiler room in accordance with the Environmental Protection Agency (EPA) "Guidance for Controlling Asbestos-Containing Materials in Buildings" 1985 Edition. Prior to encapsulation, QE² performed a survey of the building identifying areas where deteriorated ACM was located. The areas were then clearly marked with fluorescent paint for Helton & Associates to encapsulate. The HVAC mechanical room and boiler room provided the only deteriorated ACM observed by QE² within the building.

Mr. Steven L. Westerman
April 10, 2007
Page 2

Each area marked for repair by QE² was then encapsulated utilizing a wet lagging wrap material carefully placed over the area with little to no disturbance of the ACM. After the lagging wrap material around the area of concern had sufficient time to dry, a coat of Childers CP-11 VI-CRYL Weather Barrier Mastic was applied to minimize any potential fiber release and stabilize the ACM. Helton and Associates also cleaned any areas where ACM was visibly located on the ground [e.g., boiler room under boiler], via high efficiency particulate air (HEPA) vacuuming.

Air monitoring was not performed during the stabilization due to the limited amount of disturbance of the ACM and based on the information from previously conducted air monitoring performed prior to work. Two sets of five transmission electron microscopy (TEM) air samples were obtained within the Supreme Court Building on February 9, 2007, to determine the level of asbestos fibers within the ambient air. This sampling event was in response to deteriorated ACM discovered within the air handling unit (AHU) that was encapsulated. Air sampling with TEM analysis was conducted at 10 locations within two room components (second floor Attorney Generals Office and HVAC mechanical/boiler room) within the subject building. The air sampling results indicate that airborne asbestos fibers were not present at the representative locations when sampled on February 9, 2007. The air testing was conducted while the HVAC system was in a normal continuous operating mode and while the building was occupied ⁽¹⁾. Therefore, only a visual inspection by QE² of the encapsulation and clean-up was performed to confirm that proper stabilization of the damaged ACM was performed. All ACM that was removed from the building was properly doubled bagged, labeled, taken off site for proper disposal by Helton and Associates.

Please refer to Attachment A for photographs of the deteriorated ACM and the stabilization through encapsulation.

QE² appreciates the opportunity to perform this work for the State of Tennessee. Please contact Lee Walter or me if you have any questions or concerns.

Sincerely,



Lance E. Greene
Staff Industrial Hygienist

Attachment A: Photographic Documentation

⁽¹⁾ "Submittal of Asbestos Abatement and Air Sampling Report" QE² Report: Steve Westerman, February 26, 2007

c: **Bob King, TDF&A**
QE² Project File 500274.001.103.002

Attachment A: Photographic Documentation



Photo 1 – View of marked deteriorated ACM



Photo 2 – View of marked deteriorated ACM

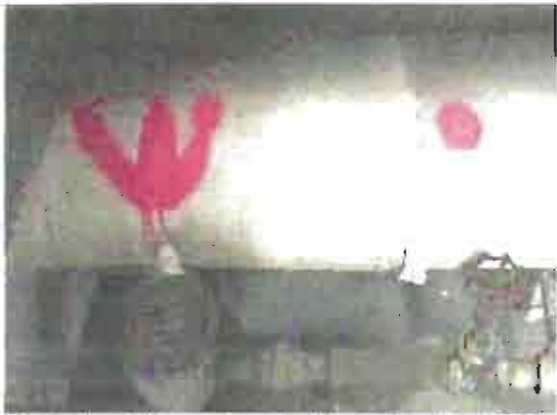


Photo 3 – View of marked deteriorated ACM



Photo 4 – View of marked deteriorated ACM



Photo 5 – Deteriorated ACM boiler jacket



Photo 6 – Deteriorated ACM boiler jacket

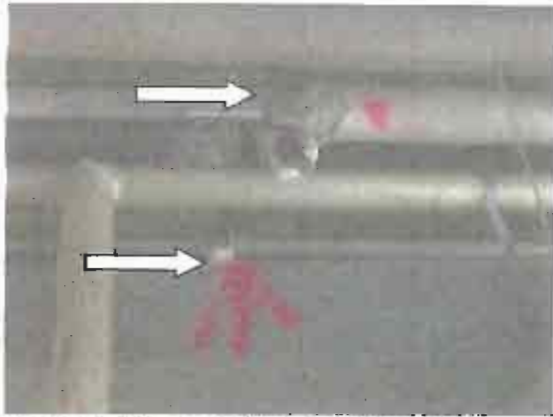


Photo 7 – Damage TSI and friable ACM



Photo 8 – Exposed ACM in HVAC room



Photo 9 - View of damaged ACM on piping in HVAC room

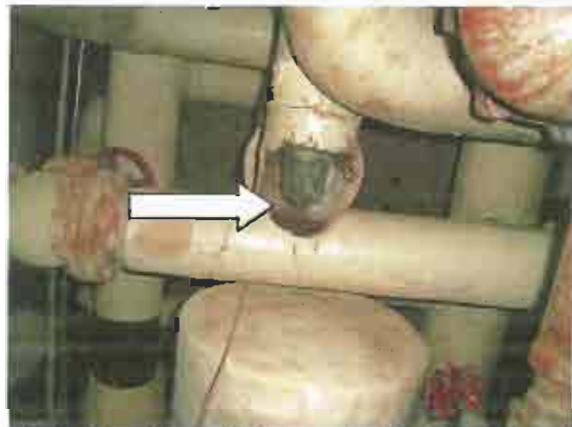


Photo 10 – View of damaged ACM in HVAC room



Photo 11 – View of damaged ACM in HVAC room

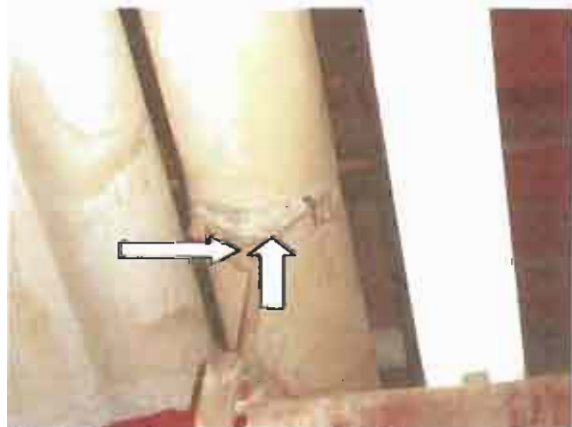


Photo 12- View of exposed ACM in HVAC room



Photo 13 – View of ACM resting on top of ducting in boiler room

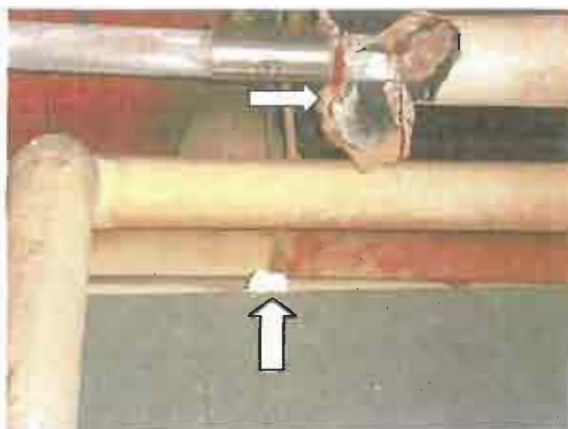


Photo 14 – View of damaged pipe in boiler room (note ACM resting on ducting)



Photo 15 – View of ACM on boiler room floor



Photo 16 – View of ACM on boiler room floor



Photo 17 – Encapsulated ACM in HVAC room



Photo 18 – Encapsulated ACM in HVAC room



Photo 19 – Encapsulated ACM



Photo 20 – Loose ACM on top of HVAC



Photo 21 – Encapsulated ACM



Photo 22 – Encapsulated ACM



Photo 23 – Encapsulated ACM in HVAC room



Photo 24 – Encapsulated ACM



Photo 25 – Encapsulated TSI



Photo 26 – Encapsulated TSI elbow



Photo 27 – Encapsulated boiler jacket



Photo 28 – Encapsulated ACM on duct in garage

Appendix Hazardous Materials Screening Report (September, 2012)



September 19, 2012

Ms. Laura Waynick
State of Tennessee
Department of General Services
Division of Real Estate Asset Management
Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

Re: Hazardous Materials Screening Report
Old Supreme Court Building, 617 W. Cumberland Avenue, Knoxville, Tennessee
TRM No. 521-00070

Dear Ms. Waynick:

Quantum Environmental & Engineering Services, LLC (QE²) conducted a hazardous materials screening to assess the potential presence of asbestos-containing materials (ACM), lead-based paint (LBP), and other hazardous materials at the Old Supreme Court complex located at 617 W. Cumberland Avenue in Knoxville, Tennessee. The facility is a combination of the 2-story Supreme Court wing and a 6-story office tower (plus basement and mechanical penthouse). The facility is approximately 52,000 square feet. The site is currently managed by the State of Tennessee, Department of General Services. QE² performed the field activities on February 23, 2012, at the request of the State of Tennessee, Division of Real Estate Asset Management (STREAM). The survey was performed and this report was prepared under contract with STREAM. An email report was provided to STREAM on February 27, 2012. Photographs are provided in Attachment A and laboratory reports are provided in Attachment B.

The principal objective of the hazardous materials screening was to gain information on the nature and general location of hazardous materials present in the facility in support of a study to evaluate final disposition. The information collected was used to determine potential hazardous materials abatement costs, and was not intended to be a comprehensive hazardous materials survey for purposes of renovation or demolition. A comprehensive hazardous materials survey and sampling event would be required to ensure the environmentally compliant handling and disposal of all hazardous or special wastes, in accordance with all State, and Federal regulations, if renovation or demolition is planned.

Findings - ACM

The types, estimated quantities, and National Emission Standards for Hazardous Air Pollutants (NESHAP) categories confirmed or assumed during the screening include:

- ACM-labeled covering on two massive boilers (railroad car size) in the Boiler Room – assumed friable ACM,
- Approximately 160 linear feet of thermal system insulation (TSI) on large, 2-ft rectangular overhead steam/air ducting in the Court wing basement – assumed friable ACM,
- TSI on Mechanical Room, connector tunnel, and Boiler Room piping runs and fittings; the main Mechanical Room is approximately 1,700 square feet with 20-ft+ ceilings and several thousand linear feet of TSI runs plus fittings; the Boiler Room is approximately 1,000 square feet with 20-ft ceilings and several hundred linear feet of TSI plus fittings; a 25-ft long access tunnel ties the Mechanical Room to the Boiler Room and has several large ACM-labeled ducts and pipes – all assumed friable ACM,
- TSI plus fittings inside a pipe chase between restrooms (behind elevators) in the office tower; abatement work may require confined space entry precautions; much of the pipe chase insulation has been upgraded to non-ACM fiberglass, but approximately 350 linear feet plus various fittings of suspect ACM remains – assumed friable ACM,
- Approximately 5,000-6,000 linear feet of TSI plus 300-400 fittings (valves, elbows, etc.) on a perimeter 2-pipe boiler/chiller, heating/cooling loop; this 2-pipe loop runs the above the suspended ceiling (sometimes a double ceiling) around the perimeter of almost every floor; some ACM labeling was present – assumed friable ACM,
- 9-in x 9-in green vinyl floor tile (VFT) and associated mastic (mostly under carpet) – confirmed Category I non-friable ACM,
- 9-in x 9-in red VFT and associated mastic under carpet – confirmed Category I non-friable ACM,
- 9-in x 9-in off-white VFT and associated mastic under carpet and/or non-ACM 12-in x 12-in VFT – confirmed Category I non-friable ACM,
- Asphalt-based roofing materials (flashing, sealants, built-up layers) – assumed Category I non-friable ACM, and
- Fire doors in the Court wing – assumed friable ACM cores.

The VFT was confirmed by sampling, but TSI was assumed as ACM based on labeling, limited past data, and QE²'s professional opinion. Approximately 22,500 square feet of 9-in x 9-in VFT and associated mastic is present in the facility. This VFT is rarely visible without a detailed inspection, and is located in many offices and hallways under carpet, or under 12-in x 12-in VFT, or under multiple layers of 12-in x 12-in VFT and carpet.

In addition to the identification of all ACM in a facility, the regulatory standard requires that the facility owner or operator of a demolition or renovation activity remove all regulated ACM (RACM) before demolition or renovation commences. RACM is defined as:

- friable asbestos material such as TSI, and surfacing materials such as spray-applied or troweled on ceiling and wall coatings;
- Category I non-friable ACM that has become or is likely to become friable;
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by Subpart M (National Emission Standard for Asbestos).

The Knox County Division of Air Quality Management (DAQM) must be notified and a permit obtained before any renovation, removal, or demolition activities in Knox County, that disturb more than 260 linear feet, 160 square feet, or 35 cubic feet of RACM. Notification is also required for removal, renovation, and/or demolition activities conducted at a facility if the amount of ACM disturbed in a calendar year during small scale work will exceed the threshold amounts (260/160/35). A completed Notification of Asbestos Demolition or Renovation Application must be postmarked or hand delivered to the DAQM at least ten (10) working days before asbestos removal work or demolition takes place.

A Tennessee licensed abatement contractor is required to perform activities involving RACM. The notification requirements and procedures for emission control are applicable based on the circumstances of the activity and the amount of asbestos present. Individuals engaged in activities involving asbestos or ACM must also comply with applicable regulations under the United States Department of Transportation (DOT) and Tennessee Department of Transportation (TDOT) for transportation of asbestos waste, the Occupational Safety and Health Administration (OSHA) and the Tennessee Occupational Safety and Health Administration (TOSHA) for occupational exposure, and the TDEC Division of Solid and Hazardous Waste Management (DSHWM) for disposal of ACM.

Non-friable ACM materials are not considered to be regulated ACM unless they have become friable, or are expected to become friable through being subjected to sanding, grinding, cutting, or abrading during demolition or renovation activities. These types of activities would not be expected during demolition at the subject site. The DAQM official may require removal of non-friable ACM after evaluation of planned demolition methods during the permitting process. If removal is required by DAQM before demolition, an accredited Tennessee licensed asbestos abatement contractor must perform the removal.

Suspect materials which were sampled and confirmed as **non-ACM** include plaster walls, plaster ceilings, drywall and joint compound, 12-in x 12-in VFT and associated mastics, carpet mastic, cove base and mastic, floor leveling compounds, exterior caulks, perimeter room air unit insulation, acoustical ceiling tiles, and duct insulation in the pipe chase. The laboratory reports are provided in Attachment B. The built-up roofing materials were not sampled, but based on the building's age the original materials likely contain some asphalt-based ACM layers. The EPA exempts asphalt-based roofing materials from abatement during demolitions as long as the

materials are not sawed or cut, so only minor costs are included for proper handling and disposal of these materials. The original roof is covered with a later rubber membrane (dated 1987) and gravel ballast.

Findings – Miscellaneous

- Lead-based paint (LBP) – peeling yellow safety paint on exterior bollards exceeded the LBP standard of 1.0 mg/cm^2 when tested by x-ray fluorescence (XRF); exterior window and door frames tested at or slightly below the standard (0.7 to 1.0 mg/cm^2). The Tennessee Department of Environment and Conservation (TDEC) does not require LBP abatement prior to demolition; however, rules of the Occupational Safety and Health Administration (OSHA) apply if sanding, scraping, water-blasting of LBP is performed.
- Polychlorinated biphenyls (PCBs) and mercury – approximately 380 fluorescent light fixtures with ballasts and approximately 1,000 4-ft, 250 8-ft, and 180 2-ft bulbs are located throughout the facility; the light fixtures were not opened and inspected and many of these ballasts may have been replaced after the PCB-ballast era; approximately 20 potential mercury-containing wall-mounted thermostats and other heating/cooling equipment potentially containing thermostats are located on each floor (room wall heaters, water fountains, appliances, etc.).
- Ozone-depleting substances (ODS) – at least one water fountain is present on each floor (about 8 total); one refrigerator was observed in the Court wing warehouse; ODS are potentially present in perimeter air units on each floor.
- Other hazardous materials – small containers of oils and lubricants, electrical equipment, cleaning supplies, and Freon are present; fire extinguishers are stored in the Court wing warehouse; an underground storage tank (UST) of unknown capacity with 2 feet of remaining diesel product (approximately 200-300 gallons) is located behind the building near the bay door; bird droppings are common on the top floor of the Office wing; mold growth from roof leaks and water damage is widespread.

Abatement Estimates

The estimated cost for abatement and disposal of the items listed above is \$300,000 to \$325,000. Asbestos abatement activities must also be followed by air clearance sampling to provide proof proper abatement and cleaning. Air clearance testing and consulting would add \$25,000 to \$30,000 to the abatement, for a total of approximately \$350,000. A more detailed survey would be required prior to any abatement work, in order to confirm locations of all materials (especially under carpeting and layers of VFT). Exact locations and quantities of ACM must be declared to air pollution regulators before abatement and demolition may begin. A thorough sampling event would be conducted in general accordance with EPA regulations as applicable. Additional sampling would likely indicate that some materials assumed as ACM for this event may actually not be ACM, or that 9-in x 9-in VFT may not be as widespread as assumed during the limited

inspection. Limiting the amount of materials assumed as ACM could reduce the final abatement cost by thousands of dollars. The cost estimate includes removal and disposal of miscellaneous materials such as light bulbs, ballasts, thermostats, ODS, the UST and associated fluids, but does not include remediation of any soil contamination that might be encountered during UST removal.

If the building is renovated rather than demolished, abatement of the above items would only be required if the materials were to be disturbed during the renovation process. For example, the vast majority of 9-in x 9-in VFT could be left in place if only carpeting were replaced over the tile. Also, many light fixtures, bulbs, roofing materials, and fire doors might be retained. QE² does recommend that ACM piping insulation be abated (including the main Mechanical Room, connector tunnel, and Boiler Room) no matter the building's disposition, since these materials are deteriorated in many locations. QE² assumes that heating, ventilating, and air conditioning (HVAC) systems would be replaced; therefore, the boiler/chiller pipe loop systems would no longer be utilized. OSHA regulations and other EPA guidelines may also apply to renovation work involving LBP, animal waste, or mold-impacted materials.

If you have comments, questions, or need additional copies, please feel free to contact or me at 865-689-1395.

Sincerely,



Terence Davis, P.G.
Senior Environmental Specialist

c: Phil Hyde, Department of General Services
Don Johnson, Department of General Services
QE² File SES.FA.526.073.01

Attachments

ATTACHMENT A

Photographs



Photo 1: Exterior northeast corner



Photo 2: Exterior north side



Photo 3: Exterior tower west side



Photo 4: Exterior southwest corner



Photo 5: Exterior north side UST location



Photo 6: Roof



Photo 7. Mechanical room TSI assumed ACM



Photo 8. Mechanical room TSI assumed ACM

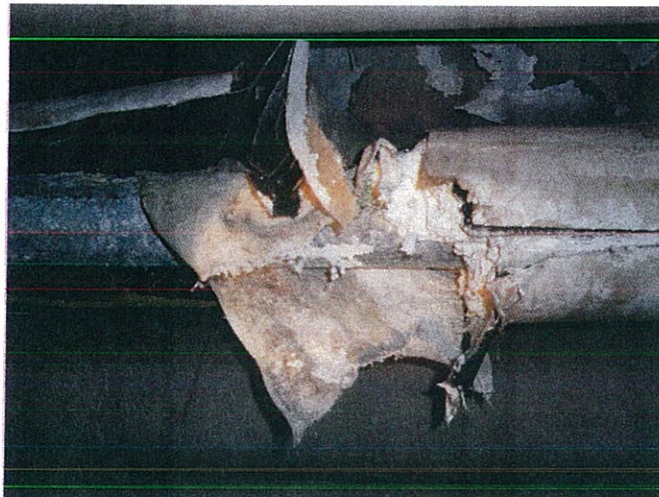


Photo 9. Deteriorated TSI assumed ACM

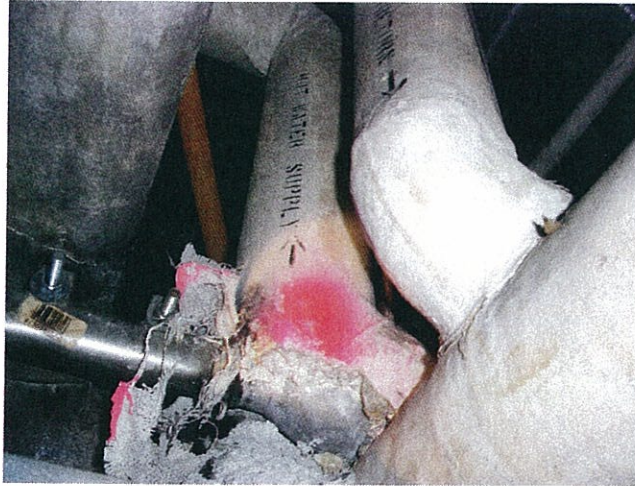


Photo 10: Deteriorated TSI assumed ACM



Photo 11: Boiler wrap with asbestos warning



Photo 12: Boiler with asbestos labeling



Photo 13: Hallway TSI assumed ACM

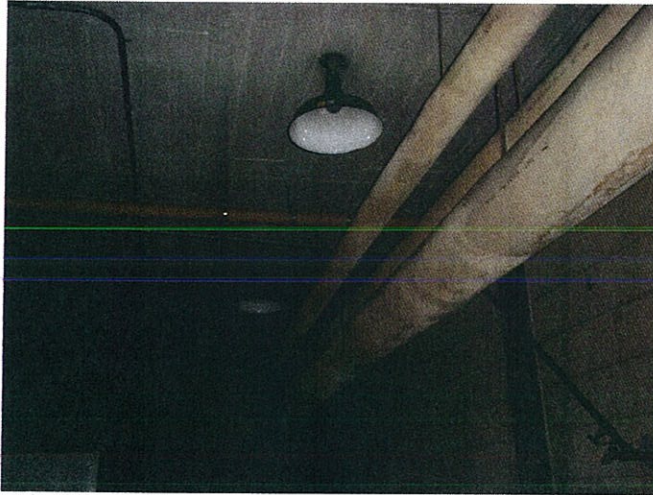


Photo 14: Hallway TSI assumed ACM



Photo 15: Perimeter hot-cool loop above suspended ceilings – note asbestos labels



Photo 16: Fire door potential ACM



Photo 17: VFT beneath carpet



Photo 18: 9-in x 9-in green VFT beneath carpet

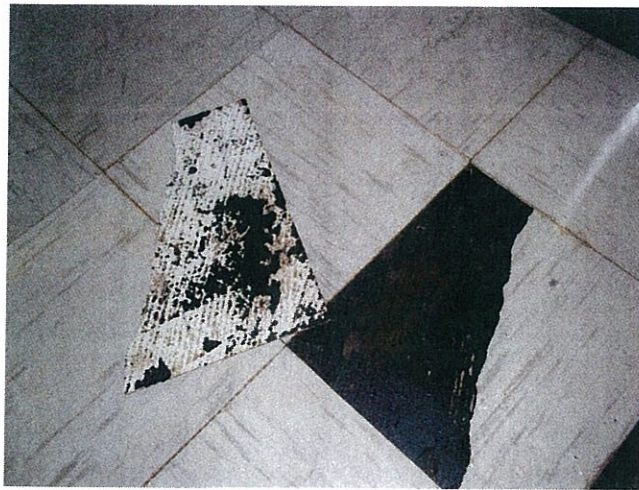


Photo 19: 9 x 9 VFT beneath 12 x 12 VFT

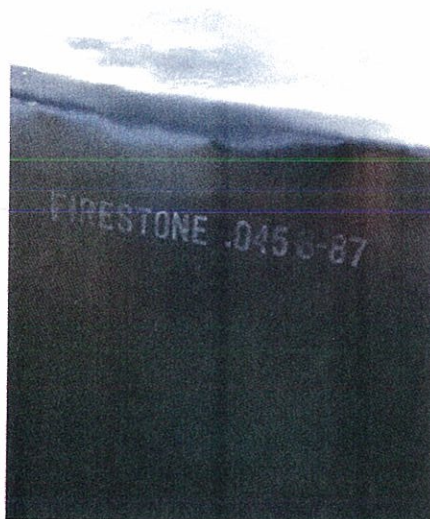


Photo 20: Rubber roof membrane date of 1987

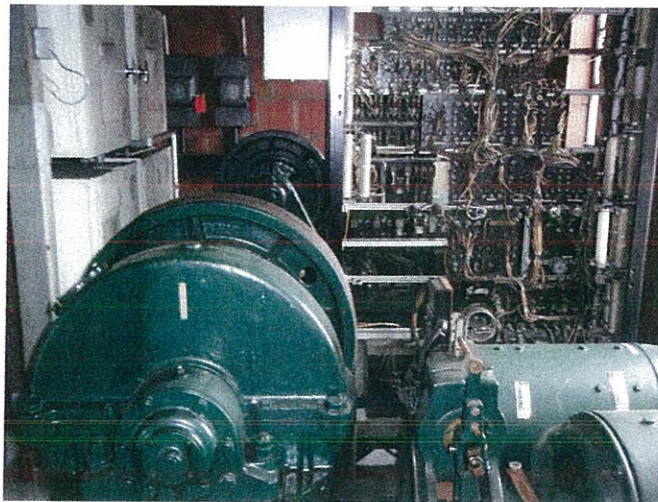


Photo 21: Elevator equipment in top level penthouse

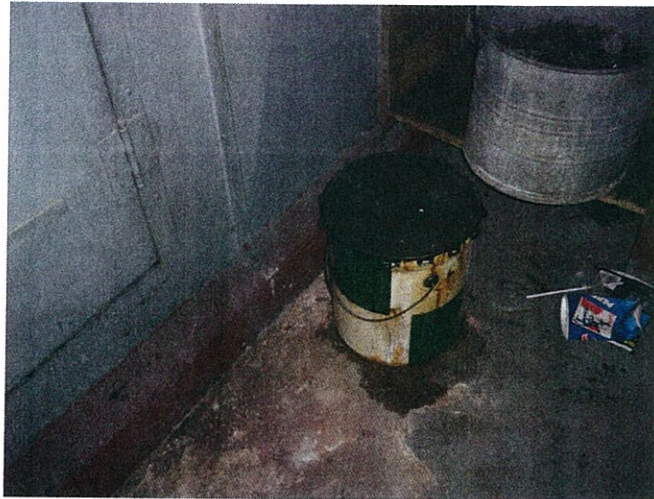


Photo 22: Miscellaneous drummed compounds

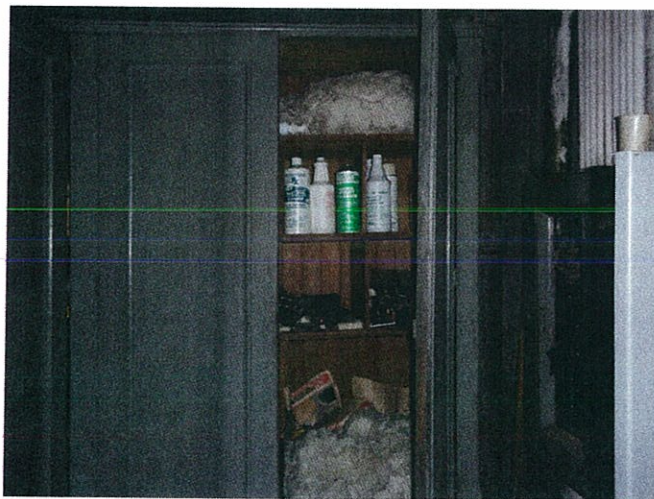


Photo 23: Cleaning chemicals



Photo 24: Compressed cylinders – fire extinguishers

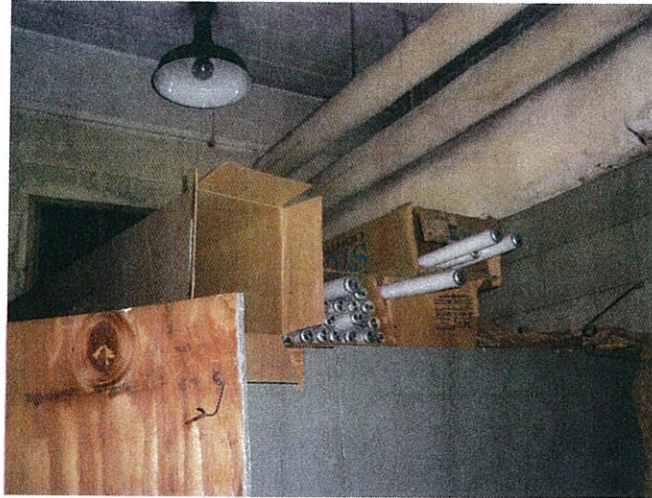


Photo 25: Fluorescent light bulbs, TSI



Photo 26: Bird droppings on upper floor of tower



Photo 27: Bird droppings on upper floor of tower



Photo 28: Dead bird on upper floor



Photo 29: Mold growth on carpeting in Court wing

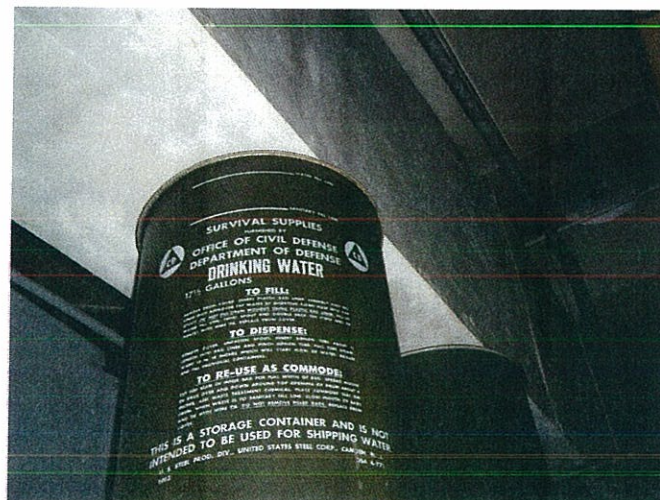


Photo 30: Civil Defense containers stored in basement

ATTACHMENT B

Chain of Custody and Laboratory Report for Asbestos Samples

SanAir Technologies Laboratory

Analysis Report

prepared for

**Quantum Environmental &
Engineering Services, LLC**

Report Date: 2/24/2012
Project Name: Old Supreme Court
Building
Project #: FA.526.073.01
SanAir ID#: 12003718



NVLAP LAB CODE 200870-0



LAB # 62052



Certification # 652931



License # LAB0166



804.897.1177

www.sanair.com



SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070
Web: <http://www.sanair.com> E-mail: iaq@sanair.com

Quantum Environmental & Engineering Services, LLC
126 Dante Road
Knoxville, TN 37918

February 24, 2012

SanAir ID # 12003718
Project Name: Old Supreme Court Building
Project Number: FA.526.073.01

Dear TLD/JRL,

We at SanAir would like to thank you for the work you recently submitted. The 16 sample(s) were received on Friday, February 24, 2012 via FedEx. The final report(s) is enclosed for the following sample(s): KSC-1, KSC-2, KSC-3, KSC-4, KSC-5, KSC-6, KSC-7, KSC-8, KSC-9, KSC-10, KSC-11, KSC-12, KSC-13, KSC-14, KSC-15, KSC-16.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

sample conditions:

16 sample(s) in Good condition



SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070
Web: <http://www.sanair.com> E-mail: iaq@sanair.com

SanAir ID Number

12003718

FINAL REPORT

Name: Quantum Environmental & Engineering Services,
Address: LLC
126 Dante Road
Knoxville, TN 37918

Project Number: FA.526.073.01
P.O. Number:
Project Name: Old Supreme Court Building
Collected Date: 2/23/2012
Received Date: 2/24/2012 10:10:00 AM
Report Date: 2/24/2012 12:53:53 PM
Analyst: Tallert, Jonathan G.

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components	Asbestos Fibers
			% Non-Fibrous	
KSC-1 / 12003718-001 12x12 VFT And 9x9 VFT Under, With Mastics, Floor Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
KSC-1 / 12003718-001 12x12 VFT And 9x9 VFT Under, With Mastics, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
KSC-1 / 12003718-001 12x12 VFT And 9x9 VFT Under, With Mastics, Floor Tile	Beige Non-Fibrous Homogeneous		93% Other	7% Chrysotile
KSC-1 / 12003718-001 12x12 VFT And 9x9 VFT Under, With Mastics, Mastic	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components	Asbestos Fibers
			% Non-Fibrous	
KSC-2 / 12003718-002 9x9 VFT And Mastic, Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
KSC-2 / 12003718-002 9x9 VFT And Mastic, Floor Tile	White Non-Fibrous Homogeneous		93% Other	7% Chrysotile
KSC-2 / 12003718-002 9x9 VFT And Mastic, Mastic	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components	Asbestos Fibers
			% Non-Fibrous	
KSC-3 / 12003718-003 9x9 VFT And Mastic, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
KSC-3 / 12003718-003 9x9 VFT And Mastic, Floor Tile	Green Non-Fibrous Homogeneous		93% Other	7% Chrysotile
KSC-3 / 12003718-003 9x9 VFT And Mastic, Mastic	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile

Certification

Signature:

Date: 2/24/2012

Reviewed:

Date: 2/24/2012

Page 1 of 4



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1551 Oakbridge Drive, Suite B, Powhatan, VA 23139
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070
Web: <http://www.sanair.com> E-mail: iaq@sanair.com

SanAir ID Number

12003718

FINAL REPORT

Name: Quantum Environmental & Engineering Services,
Address: LLC
126 Dante Road
Knoxville, TN 37918

Project Number: FA.526.073.01
P.O. Number:
Project Name: Old Supreme Court Building
Collected Date: 2/23/2012
Received Date: 2/24/2012 10:10:00 AM
Report Date: 2/24/2012 12:53:53 PM
Analyst: Tallert, Jonathan G.

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-4 / 12003718-004 Upper Ceiling Drywall Substrate	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-5 / 12003718-005 Upper Ceiling 1x1 Ceiling-Mount Tiles	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-6 / 12003718-006 Upper Ceiling Plaster - Skim & Base, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
KSC-6 / 12003718-006 Upper Ceiling Plaster - Skim & Base, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-7 / 12003718-007 Drywall & Joint Compound Walls, Drywall	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
KSC-7 / 12003718-007 Drywall & Joint Compound Walls, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-8 / 12003718-008 "Hair" Pipe Insulation On Perimeter Heat/Air Units	Brown Fibrous Homogeneous	100% Hair	< 1% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-9 / 12003718-009 Tar Paper Wrap & Pipe Insulation - Pipe Chase, Tar Paper	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
KSC-9 / 12003718-009 Tar Paper Wrap & Pipe Insulation - Pipe Chase, Insulation	Brown Fibrous Homogeneous	60% Min. Wool	40% Other	None Detected

Certification

Signature:

Date: 2/24/2012

Reviewed:

Date: 2/24/2012

Page 2 of 4



SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070
Web: <http://www.sanair.com> E-mail: iaq@sanair.com

SanAir ID Number

12003718

FINAL REPORT

Name: Quantum Environmental & Engineering Services,
Address: LLC
126 Dante Road
Knoxville, TN 37918

Project Number: FA.526.073.01
P.O. Number:
Project Name: Old Supreme Court Building

Collected Date: 2/23/2012
Received Date: 2/24/2012 10:10:00 AM
Report Date: 2/24/2012 12:53:53 PM
Analyst: Tallert, Jonathan G.

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-10 / 12003718-010 Cove Base, Mastic, & Leveling Compound, Cove Base	Grey Non-Fibrous Homogeneous		100% Other	None Detected
KSC-10 / 12003718-010 Cove Base, Mastic, & Leveling Compound, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
KSC-10 / 12003718-010 Cove Base, Mastic, & Leveling Compound, Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
				% Non-Fibrous	
KSC-11 / 12003718-011 Ceiling Plaster - Base & Skim, Base Plaster	Grey Non-Fibrous Homogeneous		100%	Other	None Detected
KSC-11 / 12003718-011 Ceiling Plaster - Base & Skim, Skim Coat	White Non-Fibrous Homogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
				% Non-Fibrous	
KSC-12 / 12003718-012 Wall Plaster - Skim & Base, Skim Coat	White Non-Fibrous Homogeneous		100%	Other	None Detected
KSC-12 / 12003718-012 Wall Plaster - Skim & Base, Base Plaster	Grey Non-Fibrous Homogeneous		100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-13 / 12003718-013 Leveling Compound Under Courtroom Carpet	Grey Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-14 / 12003718-014 Leveling Compound Under Carpet Threshold	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Certification

Signature:

Date: 2/24/2012

Reviewed:

Date: 2/24/2012

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Web: <http://www.sanair.com> E-mail: iaq@sanair.com

SanAir ID Number

12003718

FINAL REPORT

Name: Quantum Environmental & Engineering Services,
Address: LLC
126 Dante Road
Knoxville, TN 37918

Project Number: FA.526.073.01
P.O. Number:
Project Name: Old Supreme Court Building
Collected Date: 2/23/2012
Received Date: 2/24/2012 10:10:00 AM
Report Date: 2/24/2012 12:53:53 PM
Analyst: Tallert, Jonathan G.

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-15 / 12003718-015 Exterior Marble Panel Caulking	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
KSC-16 / 12003718-016 Exterior Window Caulking	White Non-Fibrous Homogeneous		100% Other	None Detected

Certification

Signature:

Date: 2/24/2012

Reviewed:

Date: 2/24/2012

Page 4 of 4

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP, AIHA or any other agency of the U.S. government; *and may not be certified by every local, state and federal regulatory agencies.*

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Asbestos Chain of Custody

SanAir ID Number

12003718

Company: Quantum Environmental & Engineering, LLC	Project #: FA.526.073.01	Phone #: 865-689-1395
Address: 126 Dante Road	Project Name: Old Supreme Court Building	Phone #: 865-607-0210
City, St., Zip: Knoxville, TN 37918	Date Collected: 2/23/2012	Fax #: 865-689-6844
Samples Collected By: TLD/JRL	P.O. Number:	Email: tdavis@qe2llc.com

Asbestos Analysis Types

Bulk		Air		Soil/Vermiculite	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBEN	PLM EPA NOB <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>		
ABBCH	TEM Chatfield <input type="checkbox"/>				
ABBTM	TEM EPA NOB <input type="checkbox"/>				
ABBNY	TEM NY ELAP 198.4 <input type="checkbox"/>				
OTHER/ Matrix:	<input type="checkbox"/>				

Water		Dust	
ABHE	EPA 100.2 <input type="checkbox"/>	ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
		ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>

Turn Around Times	<input type="checkbox"/> 3 HR (4 HR TEM)	<input checked="" type="checkbox"/> 6 HR (8HR TEM)	<input type="checkbox"/> 12 HR	<input type="checkbox"/> 24 HR
	2 Days <input type="checkbox"/>	3 Days <input type="checkbox"/>	4 Days <input type="checkbox"/>	5 Days <input type="checkbox"/>

Sample #	Sample Identification/Location	Volume or Area	Sample Type	Flow Rate*	Time* Start - Stop
KSC-1	12 x 12 white w/gray VFT and 9 x 9 beige VFT under, with mastics		bulk		
KSC-2	9 x 9 white w/black marbling VFT and mastic		bulk		
KSC-3	9 x 9 green VFT and mastic		bulk		
KSC-4	upper ceiling drywall substrate		bulk		
KSC-5	upper ceiling 1 x 1 ceiling-mount tiles		bulk		
KSC-6	upper ceiling plaster - skim & base		bulk		
KSC-7	drywall & joint compound walls		bulk		
KSC-8	"hair" pipe insulation on perimeter heat/air units		bulk		
KSC-9	tar paper wrap & brown pipe insulation - pipe chase		bulk		
KSC-10	cove base, mastic, & leveling compound		bulk		
KSC-11	ceiling plaster - base & skim		bulk		
KSC-12	wall plaster - skim & base		bulk		

Special Instructions	10-HR TAT - analyze all layers
----------------------	--------------------------------

Relinquished by	Date (MO)	Time	Received by	Date	Time
L. W. W. W.	2/23/12	1620	W. W. W.	FEB 24 2012	10:10H

Unless scheduled, the turn around time for all samples received after 5 pm Friday will begin at 8 am Monday morning.
Weekend or Holiday work must be scheduled ahead of time and is charged for rush turn around time.
Work with standard turn around time sent Priority Overnight and Billed To Recipient will be charged a \$10 shipping fee.

SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B - Powhatan, VA 23139
804.897.1177 / 888.895.1177 / Fax 804.897.0070
www.sanair.com

Asbestos Chain of Custody

SanAir ID Number

12003718

Company: Quantum Environmental & Engineering, LLC	Project #: FA.526.073.01	Phone #: 865-689-1395
Address: 126 Dante Road	Project Name: Old Supreme Court Building	Phone #: 865-607-0210
City, St., Zip: Knoxville, TN 37918	Date Collected: 2/23/2012	Fax #: 865-689-6844
Samples Collected By: TLD/JRL	P.O. Number:	Email: tdavis@qe2llc.com

Asbestos Analysis Types

Bulk		Air		Soil/Vermiculite	
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>
ABBEN	PLM EPA NOB	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>
ABBCH	TEM Charfield	<input type="checkbox"/>			
ABBTM	TEM EPA NOB	<input type="checkbox"/>			
ABBNY	TEM NY ELAP 198.4	<input type="checkbox"/>			
OTHER/ Matrix :		<input type="checkbox"/>			

Water		Dust			
ABHE	EPA 100.2	<input type="checkbox"/>	ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
		<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>

Turn Around Times	<input type="checkbox"/> 3 HR (4 HR TEM)	<input checked="" type="checkbox"/> 6 HR (8HR TEM)	<input type="checkbox"/> 12 HR	<input type="checkbox"/> 24 HR
	2 Days <input type="checkbox"/>	3 Days <input type="checkbox"/>	4 Days <input type="checkbox"/>	5 Days <input type="checkbox"/>

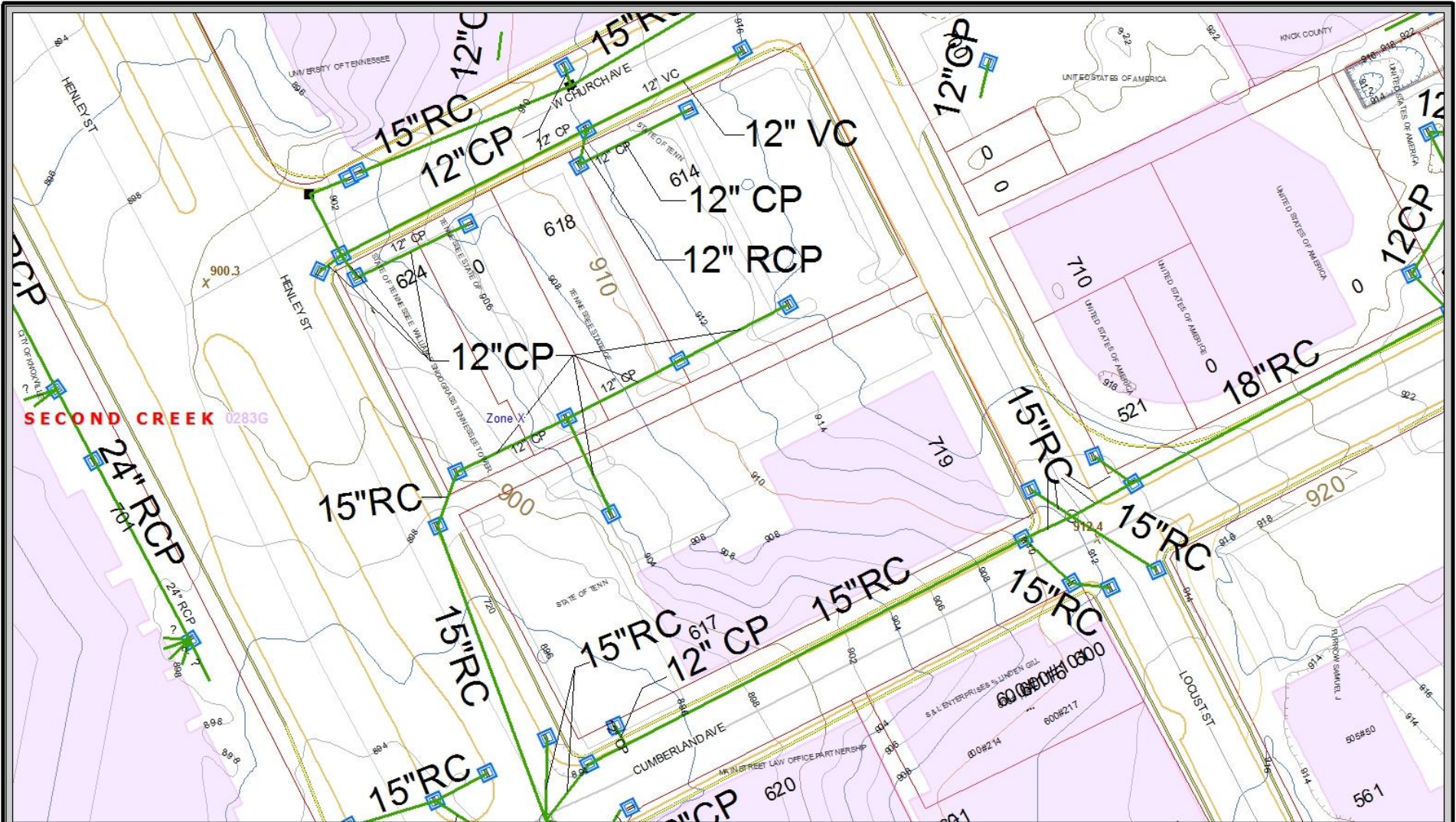
Sample #	Sample Identification/Location	Volume or Area	Sample Type	Flow Rate*	Time* Start - Stop
KSC-13	leveling compound under courtroom carpet		bulk		
KSC-14	leveling compound under carpet threshold		bulk		
KSC-15	exterior marble panel caulking		bulk		
KSC-16	exterior window caulking		bulk		

Special Instructions	12-HR TAT - analyze all layers
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Relinquished by	Date (h)	Time	Received by	Date	Time
TLD/JRL	2/23/12	11:00	NAP	FEB 24 2012	10:10A

Unless scheduled, the turn around time for all samples received after 5 pm Friday will begin at 8 am Monday morning.
Weekend or Holiday work must be scheduled ahead of time and is charged for rush turn around time.
Work with standard turn around time sent Priority Overnight and Billed To Recipient will be charged a \$10 shipping fee.

Appendix City of Knoxville Storm Map



DEPARTMENT OF
ENGINEERING
Suite 480
City-County Building
400 Main Street
Knoxville, Tennessee 37902
865-215-2148

Former TN Supreme Court site.

